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 VENTURA, a public entity; VENTURA  
 8 COUNTY OFFICE OF THE DISTRICT  
 ATTORNEY, a public entity

9 **UNITED STATES DISTRICT COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

11 IGNACIO IXTA, JR., individually;  
 12 A.I., a minor, by and through his  
 guardian ad litem, Wendy Galvan;  
 13 P.I.I., a minor by and through his  
 guardian ad litem, Ginger Martinez,

14 Plaintiffs,

15 v.

16 COUNTY OF VENTURA, a public  
 17 entity; VENTURA COUNTY OFFICE  
 OF THE DISTRICT ATTORNEY, a  
 18 public entity; CITY OF OXNARD, a  
 public entity; OXNARD POLICE  
 19 DEPARTMENT, a public entity;  
 EDWARD BALDWIN; individually  
 20 and in his official capacity as a peace  
 officer; ALEX ARNETT, individually  
 21 and in his official capacity as a peace  
 officer; CHRIS WILLIAMS,  
 22 individually and in his official capacity  
 as a peace officer; JOHN  
 23 CROMBACH, individually and in his  
 capacity as former Chief of Police of  
 24 the City of Oxnard; and DOES 1  
 through 10, inclusive.

25 Defendants.

Case No. 2:22-cv-02468-MCS-AFM

**[DISCOVERY MATTER]**

**STIPULATED PROTECTIVE  
 ORDER<sup>1</sup>**

27  
 28 <sup>1</sup> This Stipulated Protective Order is based substantially on the model protective  
 order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1  
2  
3 1. A. PURPOSES AND LIMITATIONS

4 Discovery in this action is likely to involve production of confidential,  
5 proprietary, or private information for which special protection from public  
6 disclosure and from use for any purpose other than prosecuting this litigation may  
7 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
8 enter the following Stipulated Protective Order. The parties acknowledge that this  
9 Order does not confer blanket protections on all disclosures or responses to  
10 discovery and that the protection it affords from public disclosure and use extends  
11 only to the limited information or items that are entitled to confidential treatment  
12 under the applicable legal principles.

13 B. GOOD CAUSE STATEMENT

14 1.1. Contentions re Harm from Disclosure of Confidential Materials.

15 Defendants contend that there is good cause and a particularized need  
16 for a protective order to preserve the interests of confidentiality and privacy in peace  
17 officer personnel file records and associated investigative or confidential records for  
18 the following reasons.

19 First, Defendants contend that peace officers have a federal privilege of  
20 privacy in their personnel file records: a reasonable expectation of privacy therein  
21 that is underscored, specified, and arguably heightened by the *Pitchess* protective  
22 procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027,  
23 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS  
24 14665, \*2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies  
25 to privilege based discovery disputes involving federal claims,” the “state privilege  
26 law which is consistent with its federal equivalent significantly assists in applying  
27 [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D.  
28 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based

1 “privacy rights [that] are not inconsequential” in their police personnel records); *cf.*  
 2 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants  
 3 further contend that uncontrolled disclosure of such personnel file information can  
 4 threaten the safety of non-party witnesses, officers, and their families/associates.

5           Second, Defendants contend that municipalities and law enforcement  
 6 agencies have federal deliberative-executive process privilege, federal official  
 7 information privilege, federal law enforcement privilege, and federal attorney-client  
 8 privilege (and/or attorney work product protection) interests in the personnel files of  
 9 their peace officers – particularly as to those portions of peace officer personnel files  
 10 that contain critical self-analysis, internal deliberation/decision-making or  
 11 evaluation/analysis, or communications for the purposes of obtaining or rendering  
 12 legal advice or analysis – potentially including but not limited to  
 13 evaluative/analytical portions of Internal Affairs type records or reports,  
 14 evaluative/analytical portions of supervisory records or reports, and/or reports  
 15 prepared at the direction of counsel, or for the purpose of obtaining or rendering  
 16 legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc’y v.*  
 17 *United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162  
 18 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-671 (N.D.  
 19 Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v.*  
 20 *Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co. v. United*  
 21 *States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further  
 22 contend that such personnel file records are restricted from disclosure by the public  
 23 entity’s custodian of records pursuant to applicable California law and that  
 24 uncontrolled release is likely to result in needless intrusion of officer privacy;  
 25 impairment in the collection of third-party witness information and statements and  
 26 related legitimate law enforcement investigations/interests; and a chilling of open  
 27 and honest discussion regarding and/or investigation into alleged misconduct that  
 28 can erode a public entity’s ability to identify and/or implement any remedial

1 measures that may be required.

2 Third, Defendants contend that, since peace officers do not have the  
3 same rights as other private citizens to avoid giving compelled statements, it is  
4 contrary to the fundamental principles of fairness to permit uncontrolled release of  
5 officers' compelled statements. *See generally Lybarger v. City of Los Angeles*, 40  
6 Cal.3d 822, 828-830 (1985); *cf.* U.S. Const., amend V.

7 Accordingly, Defendants contend that, without a protective order  
8 preventing such, production of confidential records in the case can and will likely  
9 substantially impair and harm defendant public entity's interests in candid self-  
10 critical analysis, frank internal deliberations, obtaining candid information from  
11 witnesses, preserving the safety of witnesses, preserving the safety of peace officers  
12 and peace officers' families and associates, protecting the privacy officers of peace  
13 officers, and preventing pending investigations from being detrimentally  
14 undermined by publication of private, sensitive, or confidential information – as can  
15 and often does result in litigation.

16 1.2. Plaintiffs do not agree with and do not stipulate to Defendants'  
17 contentions herein above, and nothing in this Stipulation or its associated Order  
18 shall resolve the parties' disagreement, or bind them, concerning the legal  
19 statements and claimed privileges set forth above.

20 However, plaintiffs agree that there is Good Cause for a Protective  
21 Order so as to preserve the respective interests of the parties without the need to  
22 further burden the Court with such issues. Specifically, the parties jointly contend  
23 that, absent this Stipulation and its associated Protective Order, the parties'  
24 respective privilege interests may be impaired or harmed, and that this Stipulation  
25 and its associated Protective Order may avoid such harm by permitting the parties to  
26 facilitate discovery with reduced risk that privileged and/or sensitive/confidential  
27 information will become matters of public record.

28 1.3. The parties jointly contend that there is typically a particularized

1 need for protection as to any medical or psychotherapeutic records, and/or records  
2 involving personal information of minor plaintiffs, and investigative source records  
3 related to potential informants, because of the privacy interests at stake therein.  
4 Because of these sensitive interests, a Court Order should address these documents  
5 rather than a private agreement between the parties.

6           1.4. The parties therefore stipulate that there is Good Cause for, and  
7 hereby jointly request that the honorable Court issue/enter, a Protective Order re  
8 confidential documents consistent with the terms and provisions of this Stipulation.  
9 However, the entry of a Protective Order by the Court pursuant to this Stipulation  
10 shall not be construed as any ruling by the Court on the aforementioned legal  
11 statements or privilege claims in this section (§ 1), nor shall this section be  
12 construed as part of any such Court Order.

13           Accordingly, to expedite the flow of information, to facilitate the prompt  
14 resolution of disputes over confidentiality of discovery materials, to adequately  
15 protect information the parties are entitled to keep confidential, to ensure that the  
16 parties are permitted reasonable necessary uses of such material in preparation for  
17 and in the conduct of trial, to address their handling at the end of the litigation, and  
18 serve the ends of justice, a protective order for such information is justified in this  
19 matter. It is the intent of the parties that information will not be designated as  
20 confidential for tactical reasons and that nothing be so designated without a good  
21 faith belief that it has been maintained in a confidential, non-public manner, and  
22 there is good cause why it should not be part of the public record of this case.

23  
24           C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

25           The parties further acknowledge, as set forth in Section 12.3, below, that this  
26 Stipulated Protective Order does not entitle them to file confidential information  
27 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
28 and the standards that will be applied when a party seeks permission from the court

1 to file material under seal.

2       There is a strong presumption that the public has a right of access to judicial  
3 proceedings and records in civil cases. In connection with non-dispositive motions,  
4 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
5 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
6 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
7 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
8 require good cause showing), and a specific showing of good cause or compelling  
9 reasons with proper evidentiary support and legal justification, must be made with  
10 respect to Protected Material that a party seeks to file under seal. The parties' mere  
11 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
12 without the submission of competent evidence by declaration, establishing that the  
13 material sought to be filed under seal qualifies as confidential, privileged, or  
14 otherwise protectable—constitute good cause.

15       Further, if a party requests sealing related to a dispositive motion or trial, then  
16 compelling reasons, not only good cause, for the sealing must be shown, and the  
17 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
18 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
19 each item or type of information, document, or thing sought to be filed or introduced  
20 under seal in connection with a dispositive motion or trial, the party seeking  
21 protection must articulate compelling reasons, supported by specific facts and legal  
22 justification, for the requested sealing order. Again, competent evidence supporting  
23 the application to file documents under seal must be provided by declaration.

24       Any document that is not confidential, privileged, or otherwise protectable in  
25 its entirety will not be filed under seal if the confidential portions can be redacted. If  
26 documents can be redacted, then a redacted version for public viewing, omitting  
27 only the confidential, privileged, or otherwise protectable portions of the document,  
28 shall be filed. Any application that seeks to file documents under seal in their



entirety should include an explanation of why redaction is not feasible.

## 2. DEFINITIONS

2.1 Action: [this pending federal law suit].

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association or other legal entity not named as a Party to this action.

1           2.10 Outside Counsel of Record: attorneys who are not employees of a  
2 party to this Action but are retained to represent or advise a party to this  
3 Action and have appeared in this Action on behalf of that party or are  
4 affiliated with a law firm that has appeared on behalf of that party, and  
5 includes support staff.

6           2.11 Party: any party to this Action, including all of its officers,  
7 directors, employees, consultants, retained experts, and Outside Counsel of  
8 Record (and their support staffs).

9           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
10 Discovery Material in this Action.

11           2.13 Professional Vendors: persons or entities that provide litigation  
12 support services (e.g., photocopying, videotaping, translating, preparing  
13 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
14 form or medium) and their employees and subcontractors.

15           2.14 Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL.”

17           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
18 Material from a Producing Party.

19  
20 3.       SCOPE  
21

22           The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or extracted  
24 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
25 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
26 or their Counsel that might reveal Protected Material.

27           Any use of Protected Material at trial shall be governed by the orders of the  
28 trial judge. This Order does not govern the use of Protected Material at trial.



1 4. DURATION

2 Once a case proceeds to trial, information that was designated as  
3 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
4 as an exhibit at trial becomes public and will be presumptively available to all  
5 members of the public, including the press, unless compelling reasons supported by  
6 specific factual findings to proceed otherwise are made to the trial judge in advance  
7 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
8 showing for sealing documents produced in discovery from “compelling reasons”  
9 standard when merits-related documents are part of court record). Accordingly, the  
10 terms of this protective order do not extend beyond the commencement of the trial.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under this  
14 Order must take care to limit any such designation to specific material that qualifies  
15 under the appropriate standards. The Designating Party must designate for protection  
16 only those parts of material, documents, items, or oral or written communications that  
17 qualify so that other portions of the material, documents, items, or communications  
18 for which protection is not warranted are not swept unjustifiably within the ambit of  
19 this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations  
21 that are shown to be clearly unjustified or that have been made for an improper  
22 purpose (e.g., to unnecessarily encumber the case development process or to impose  
23 unnecessary expenses and burdens on other parties) may expose the Designating Party  
24 to sanctions.

25 If it comes to a Designating Party’s attention that information or items that it  
26 designated for protection do not qualify for protection, that Designating Party must  
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
3 under this Order must be clearly so designated before the material is disclosed or  
4 produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic  
7 documents, but excluding transcripts of depositions or other pretrial or trial  
8 proceedings), that the Producing Party affix at a minimum, the legend  
9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
10 contains protected material. If only a portion or portions of the material on a page  
11 qualifies for protection, the Producing Party also must clearly identify the protected  
12 portion(s) (e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for  
14 inspection need not designate them for protection until after the inspecting Party has  
15 indicated which documents it would like copied and produced. During the inspection  
16 and before the designation, all of the material made available for inspection shall be  
17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
18 it wants copied and produced, the Producing Party must determine which documents,  
19 or portions thereof, qualify for protection under this Order. Then, before producing  
20 the specified documents, the Producing Party must affix the “CONFIDENTIAL  
21 legend” to each page that contains Protected Material. If only a portion or portions of  
22 the material on a page qualifies for protection, the Producing Party also must clearly  
23 identify the protected portion(s) (e.g., by making appropriate markings in the  
24 margins).

25 (b) for testimony given in depositions that the Designating Party identifies  
26 the Disclosure or Discovery Material on the record, before the close of the deposition  
27 all protected testimony.  
28

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is

entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (Including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

#### 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and



1 (3) make the information requested available for inspection by the  
2 Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within  
4 14 days of receiving the notice and accompanying information, the Receiving Party  
5 may produce the Non-Party's confidential information responsive to the discovery  
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
7 not produce any information in its possession or control that is subject to the  
8 confidentiality agreement with the Non-Party before a determination by the court.  
9 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
10 of seeking protection in this court of its Protected Material.

11  
12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL  
13

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
15 Protected Material to any person or in any circumstance not authorized under this  
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
17 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
18 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
19 persons to whom unauthorized disclosures were made of all the terms of this Order,  
20 and (d) request such person or persons to execute the "Acknowledgment and  
21 Agreement to Be Bound" that is attached hereto as Exhibit A.

22  
23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain  
26 inadvertently produced material is subject to a claim of privilege or other protection,  
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior  
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
3 parties reach an agreement on the effect of disclosure of a communication or  
4 information covered by the attorney-client privilege or work product protection, the  
5 parties may incorporate their agreement in the stipulated protective order submitted  
6 to the court.

7  
8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in this  
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
15 ground to use in evidence of any of the material covered by this Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any  
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
18 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
19 Protected Material at issue. If a Party's request to file Protected Material under seal is  
20 denied by the court, then the Receiving Party may file the information in the public  
21 record unless otherwise instructed by the court.

22  
23 13. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 60  
25 days of a written request by the Designating Party, each Receiving Party must return  
26 all Protected Material to the Producing Party or destroy such material. As used in this  
27 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
28 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
2 must submit a written certification to the Producing Party (and, if not the same person  
3 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
4 category, where appropriate) all the Protected Material that was returned or destroyed  
5 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
6 compilations, summaries or any other format reproducing or capturing any of the  
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
8 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
9 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
10 reports, attorney work product, and consultant and expert work product, even if such  
11 materials contain Protected Material. Any such archival copies that contain or  
12 constitute Protected Material remain subject to this Protective Order as set forth in  
13 Section 4 (DURATION).

14  
15 14. VIOLATION

16 Any violation of this Order may be punished by any and all appropriate measures  
17 including, without limitation, contempt proceedings and/or monetary sanctions.

18  
19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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21 ///

22 ///

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26 ///

27 ///

28 ///

1 Dated: July 31, 2022

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

2  
3  
4 By: /s/ Deann R. Rivard

Eugene P. Ramirez

5 Deann R. Rivard

6 Jessica L. Becerra

7 Attorneys For Defendants County of

Ventura, Ventura County District

8 Attorney's Office

9 Dated: July 27, 2022

**BURKE, WILLIAMS & SORENSEN, LLP**

10  
11  
12 By: /s/ Susan Coleman

Susan Coleman

13 Attorney For Defendants City of Oxnard

14 (Also Sued Herein As Oxnard Police

15 Department), Edward Baldwin, Alex

16 Arnett, Chris Williams, and John

Cromback

17 Dated: July 27, 2022

**PACHOWICZ | GOLDENRING APLC**

18  
19  
20 By: /s/ Jennie Hendrickson

21 Mark Pachowicz

Jennie Hendrickson

22 Attorneys for Plaintiff Ignacio Ixta, Jr.

23 Dated: August 1, 2022

**SONIA MERCADO AND ASSOCIATES**

24  
25  
26 By: /s/ Sonia Mercado

27 Sonia Mercado

28 Attorney for Plaintiff P.I.I., a minor, by and  
through his guardian ad litem, Ginger Martinez

1 Dated: August 1, 2022

**LAW OFFICES OF JONNY RUSSELL**

2  
3 By: /s/ Jonny Russell

4  
5 Jonny Russell  
6 Attorney for Plaintiff A.I., a minor, by and  
7 through his guardian ad litem, Wendy Galvan  
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13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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15 DATED: 8/2/2022

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19 HON. ALEXANDER F. MACKINNON  
20 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under  
 penalty of perjury that I have read in its entirety and understand the Stipulated  
 Protective Order that was issued by the United States District Court for the Central  
 District of California on \_\_\_\_\_ [date] in the case of **Ignacio Ixta Jr., et al v.  
 County of Ventura, et al., Case No. 2:22-cv-02468-MCS-AFM**. I agree to comply  
 with and to be bound by all the terms of this Stipulated Protective Order and I  
 understand and acknowledge that failure to so comply could expose me to sanctions  
 and punishment in the nature of contempt. I solemnly promise that I will not disclose  
 in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this  
 Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print  
 or type full name] of \_\_\_\_\_ [print or type  
 full address and telephone number] as my California agent for service of process  
 in connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_